

**WHEN RECORDED MAIL TO:**

First Tennessee Bank National Association, P.O. Box 1986, Memphis, TN 38101

**SEND TAX NOTICES TO:**

DeSoto Family Development, III; 75 Physician Lane; Southaven, MS 38671

**FOR RECORDER'S USE ONLY**

**This Modification of Deed of Trust prepared by:**

Commercial Fulfillment Center  
First Tennessee Bank National Association  
615 Goodman Road East  
Southaven, MS 38671  
(662) 349-2959

**INDEXING INSTRUCTIONS:** Lot 4, Devision of Lot 10, Second Revision, Section B Briargate Commercial Subdivision, situated in S-31, T-1-S, R-7-W, City of Southaven, DeSoto County MS.

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated July 23, 2010, is made and executed between DeSoto Family Development, III, whose address is 75 Physician Lane, Southaven, MS 38671 ("Grantor") and First Tennessee Bank National Association, whose address is Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 28, 2006 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

WHEREAS, to secure an indebtedness evidenced by a Note dated as of July 28, 2006, in the original principal amount of Two Million Seven Hundred Twenty Thousand Dollars and 00/100 (\$2,720,000.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated July 28, 2006 and filed of record on August 01, 2006 in Book 2,530, Page 437, Chancery Clerk Office of DeSoto County, Mississippi.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 75 Physicians Lane, Southaven, MS 38671.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

WHEREAS, Borrower has this day executed to Lender modification agreement which amends, modifies, extends and/or renews the Note and which extends the maturity date to September 15, 2017 (the "Modified Note"); and the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall secure the Modified Note and all extensions, renewals, amendments, and modifications thereof.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 23, 2010.**

6/13/20  
EW

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 30037450

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**GRANTOR:**

**DESOTO FAMILY DEVELOPMENT, III**

By: [Signature]  
Troy Dale Morris, General Partner of DeSoto Family Development, III

By: [Signature]  
Antronette McKenzie, General Partner of DeSoto Family Development, III

**LENDER:**

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

x [Signature]  
Authorized Officer

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF MS )  
COUNTY OF DeSoto ) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 23rd day of July, 20 10, within my jurisdiction, the within named Troy Dale Morris, General Partner of DeSoto Family Development, III and Antronette McKenzie, General Partner of DeSoto Family Development, III, a Mississippi partnership, and acknowledged that for and on behalf of the said partnership, and as its act and deed, they signed, executed and delivered the above and foregoing Modification of Deed of Trust, as mentioned on the day and year therein mentioned after first having been duly authorized by said partnership.

NOTARY PUBLIC

My Commission Expires: 2/19/2013



**LENDER ACKNOWLEDGMENT**

STATE OF MS )  
COUNTY OF DeSoto ) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 23rd day of July, 20 10, within my jurisdiction, the within named Chris Canoy, who acknowledged that (he)(she) is Chris Canoy of First Tennessee Bank National Association and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires: 2/19/13



**Exhibit A**


Lot 4, Division of Lot 10, Second Revision, Section B, Briargate Commercial Subdivision, situated in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 61, Page 7, in the Office of the Chancery Clerk of DeSoto County, Mississippi

Indexing Instructions: Lot 4, Division of Lot 10, Second Revision, Section B, Briargate Commercial Subdivision, situated in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County

Signed for Identification:

A handwritten signature in black ink, appearing to read "Troy Dale Morris", is written over a horizontal line.

Dr. Troy Dale Morris, Partner  
DeSoto Family Development III

A handwritten signature in black ink, appearing to read "Antronette McKenzie", is written over a horizontal line.  
Dr. Antronette McKenzie  
DeSoto Family Development III